

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT made and entered in this 9th day of November 2007, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as ("COUNTY"), and Station No. 6, BRYCEVILLE VOLUNTEER FIRE ASSOCIATION, hereinafter referred to as ("DEPARTMENT").

NOW, THEREFORE, for good and valuable consideration in hand received and acknowledged both as to receipt and sufficiency, the Parties, COUNTY and DEPARTMENT, do hereby agree that the existing agreement between the County and Department, attached hereto as Exhibit "A", is hereby extended for ninety (90) days with the understanding that a quarterly payment consistent with the underlying agreement is hereby authorized for release by the Clerk of the Courts on November 15, 2007.


IN WITNESS WHEREOF, the parties have executed this contract at Nassau County, Florida, this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



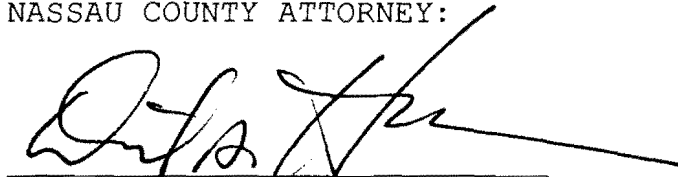
JIM B. HIGGINBOTHAM
CHAIRMAN

Attest as to Chairman's
Signature:



JOHN A. CRAWFORD
EX-OFFICIO CLERK


APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:




DAVID A. HALLMAN

BRYCEVILLE VOLUNTEER FIRE
ASSOCIATION

ATTEST:



Print Name Tom Loveless
Its: vice President



Print Name ~~Sherrell Roberts~~ Gary Ard
Its: ~~vice~~ President

**AMENDED
SERVICE AGREEMENT
FY 2006-2007**

This Agreement made and entered into this 1st day of October, 2006, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the BRYCEVILLE VOLUNTEER FIRE ASSOCIATION, hereinafter referred to as BVFA.

WITNESSETH, that in consideration of the sum of TEN and NO/100 dollars (\$10.00), and other good and valuable considerations, as hereinafter enumerated, the parties hereto agree as follows:

BVFA shall assist in providing Fire or First Responder Medical services within the unincorporated areas of Nassau County as set forth in Exhibit "A".

All Fire personnel of BVFA who operate within the unincorporated area shall function under the auspices and authority of the Chief of Fire, Nassau County Fire/Rescue Department as defined by the Nassau County Board of County Commissioners and shall operate under the stipulations contained herein when providing services in the unincorporated areas. Volunteer Fire Association personnel shall be under the County's umbrella for Firefighter I or II certification and shall be subject to Nassau County rules, policies and procedures.

1. It shall be the responsibility of BVFA to provide support services in their assigned area of responsibility within the areas set forth in Exhibit "A". The area set forth in Exhibit "A" shall not be changed unless agreed to by BVFA and the Board of County Commissioners.
2. Support services shall be provided on a twenty-four (24) hour basis, seven (7) days a week, or as requested by Nassau County Fire/Rescue in the unincorporated area of Fire District 6.
3. BVFA shall pay all regular maintenance costs, including repairs, gas, oil, and other fluids necessary to maintain all fire protection apparatus and equipment.
4. BVFA's fire protection apparatus and equipment shall be housed at either fire station located in Bryceville. Any time BVFA's equipment is not housed or is not in service at the station, the Nassau County Fire Chief shall be notified immediately.
5. BVFA's apparatus and equipment shall be subject to Mutual and Automatic Aid established by the Board of County Commissioners for other areas within unincorporated and incorporated areas of Nassau County and in surrounding areas as requested (dispatched) on a recall basis. BVFA shall maintain the required equipment as listed under the Fire Suppression Rating Schedule of the Insurance Service Organization (ISO), as approved by the Nassau County Board of County Commissioners.

6. At approved functions or when properly dispatched to provide Services, it shall be the responsibility of Nassau County Fire/Rescue (NCFR) to ensure that any department personnel that respond to an alarm be properly equipped with the necessary personal protective equipment/clothing according to the type of incident. Prior to initiating tactics involving fire suppression, salvage, and overhaul, or entrance into any toxic or oxygen deficient atmosphere, NCFR shall ensure that all personnel must be protected by the donning of a full fire protective ensemble, a Positive Pressure Self Contained Breathing Apparatus (P.P.S.C.B.A.), a Personal Alert Safety System (P.A.S.S.), and be certified as required in Florida Administrative Code 69A-62 (F.A.C. 69A-62).

7. BVFA shall provide the COUNTY with a current roster of their personnel, and provide a roster with each request for payment. The roster shall include the following information:

- a. Name
- b. Address
- c. Driver's License Number and Type
- d. Personal Radio Call Number
- e. Social Security Number
- f. Date of Birth
- g. Place of Employment
- h. Phone Number - Home
- i. Certifications held by each member of the BVFA showing FFI or FFII certification

j. All personal information is to be kept confidential as per current privacy laws/acts.

Failure to provide could result in Breach of Contract.

NASSAU COUNTY certifies that it is a Drug Free Workplace and has a Policy in effect requiring Volunteer Firefighters/paramedics to undergo drug tests. Each Department is subject to the requirements of Chapter 633 and appropriate OSHA rules and regulations regarding the fire departments and the requirements set forth therein at all Department activities and functions.

8. Pursuant to the Department of Labor, Occupational Safety and Health Administration, BVFA shall comply with 29 CFR 1910.120 Emergency Response Program to Hazardous Substance Release. BVFA shall ensure that each of their personnel has completed First Responders Operational Level 1910.120 (q)(6)(ii) and 1910.120 (q)(6)(ii)(f) First Responder Operational Level Certification prior to responding. The COUNTY shall provide BVFA with the required training and provide a certificate upon completion. An annual refresher course shall be also provided by the COUNTY at Station 6, on their designated training night. The COUNTY shall, pursuant to 29 CFR 1910.120 Hazard Communication, provide BVFA with all chemical information which they have on file as it relates to chemicals stored or used in the workplace. The BVFA shall also adhere to all other requirements set forth in 29 CFR 1910 that are related to fire

protection. All Departments shall provide certification to the COUNTY prior to execution of contract.

9. It shall be the responsibility of NASSAU COUNTY FIRE RESCUE (NCFR) to ensure that all personnel who operate standard emergency vehicles possess a valid class "E" license, pursuant to Florida Statutes 322.54. Personnel who are expected to operate specialized apparatus/vehicles, i.e. tractor drawn tankers, are to have the appropriate license and possess the appropriate certification from an emergency vehicle 16 hours minimum course.

10. The COUNTY shall require all members of the BVFA to assure that prior to engaging in any Immediately Dangerous to Life and Health (IDLH) atmospheric condition, each participating member shall meet the training and/or certification requirements under Florida Administrative Code 69A-62 (69A-62 F.A.C.) and any other requirements as prescribed by the State Fire Marshall.

11. All members of the BVFA shall work under a National Incident Management System (NIMS) at all emergency situations. Said Incident operations standards shall be compliant with the National Incident Management System (NIMS). All members of the BVFA shall complete NIMS IS 100, 200, 700 and 800.

12. All members of the BVFA shall abide by the FCC Rules and Regulations regarding radio communications and file the correct number of portable and mobile radios operated by the BVFA within the County. Any changes in radio or dispatch procedures shall be the responsibility of the Fire Chief of Nassau County Fire/Rescue and will be presented to the BVFA.

13. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the BVFA any change in Standard Operating Guides (SOG's) each month in writing addressed to the BVFA President, Post Office Box 46, Bryceville, Florida 32009.

14. The COUNTY shall appropriate to BVFA the amount of \$49,348 for maintaining equipment and providing support services. Said annual amount shall be established by the submission of a request which shall be received by the Clerk of the Court prior to but not later than June 15th. Upon approval of the amount by the Board of County Commissioners, said funds shall be allocated on a quarterly basis with payments to be made by the 15th day of November, February, May and August. The COUNTY shall require BVFA to account for all funds allocated and maintain proper accounting records which shall be approved by the Clerk of Court or his designated agents. An acceptable accounting of the previous year's funds must be presented to the Nassau County Clerk of Courts within sixty (60) ~~one hundred and twenty (120)~~ days of the close of BVFA's fiscal year. An audit of the ~~previous fiscal year's~~ accounting records may ~~shall~~ be performed by an independent accounting firm, paid for by BVFA and ~~be presented for review and acceptance by the Nassau County Clerk of Courts before the May distribution will be made.~~ may be accepted by the Nassau County Clerk of Courts in lieu of an Official Examination Audit conducted by the Clerk. The BVFA shall furnish the Clerk within fifteen (15) days of receipt of audit, a copy of said

audit. Failure to maintain appropriate annual records shall cause the COUNTY to cease providing funds.

15. BVFA shall be responsible for obtaining and maintaining proper insurance on all of their vehicles and equipment and providing proof of insurance to the COUNTY and shall be responsible for payment of same from funds allocated by the COUNTY. In addition, NASSAU COUNTY shall provide Workers Compensation coverage for each member of the Department and provide proof of same on a quarterly basis.

16. The use of any funding from the COUNTY to pay salary/wages of any BVFA member is strictly prohibited. Reimbursement for incidental, out of pocket or educational expenses shall not constitute compensation. The purchase of any major equipment would be in consultation with the Nassau County Fire Rescue Chief prior to its being purchased.

17. All facilities, programs and services shall be compliant with the Florida Accessibility Guide and the federal Americans With Disabilities Act (ADA). Failure to provide facilities, programs or services that are compliant with the Florida Accessibility Guide and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.


18. Additions or amendments to this Agreement shall be mutually agreed upon in writing by the COUNTY and BVFA.

19. Failure to adhere to any provision of this Agreement shall cause the COUNTY to cease providing funds pursuant to this Agreement.

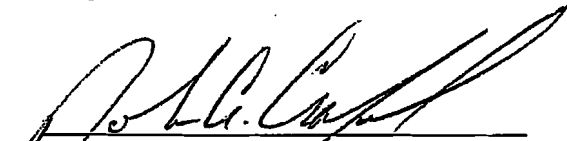
20. BVFA shall keep equipment (including fire trucks and tanker trucks) in order to provide support to Nassau County. The Fire Chief of Nassau County shall certify to the Board of County Commissioners each year that the equipment is sufficient to provide support.


This Agreement shall be in full force and effect for a period of October 1, 2006 through September 30, 2007. However, it may be terminated by either party within thirty (30) days after notice having been given by registered mail, one party to the other. Any cancellation by either party shall require the refund of all unexpended volunteer fire department funds appropriated by the COUNTY.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 5/9/07

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

ATTEST:

BRYCEVILLE VOLUNTEER
FIRE ASSOCIATION

Tom Loveless
Print Name Tom Loveless
Its: President

Jim Hicks
Print Name Sherrell Roberts Jim Hicks
Its: Vice President SEC/TRES.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Michael H. Boyle
Tom Branan
Barry Holloway
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Bryceville
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

EDWARD L. SEALOVER
County Coordinator

November 13, 2007

Chief Gary B. Ard
Bryceville Volunteer Fire Association
Post Office Box 46
Bryceville, FL 32009

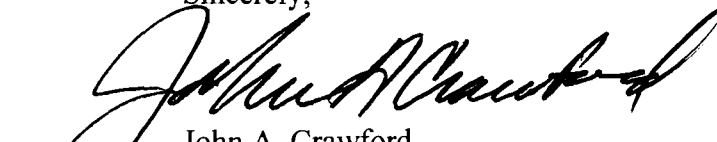
Re: Extension Agreement

Dear Chief Ard:

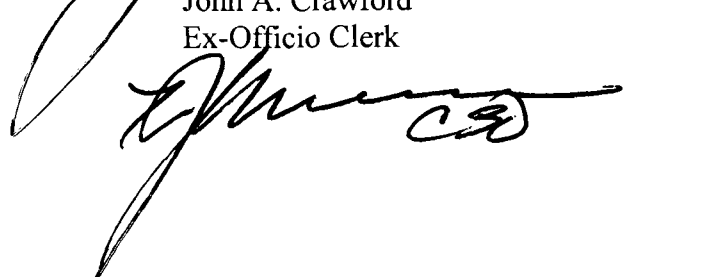
During a special session of the Nassau County Board of County Commissioners held November 9, 2007, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed one original agreement for your signature. Once signed, please return fully executed agreement to my office. I have enclosed a self-addressed envelope for your convenience.

Thank you for your assistance in this matter. If I can be of any further assistance, please do not hesitate to let me know.

Sincerely,



John A. Crawford
Ex-Officio Clerk



/bkl

Enclosure

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

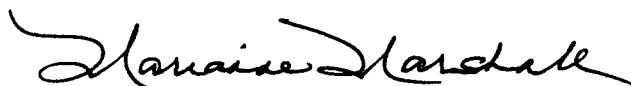
SECOND EXTENSION AGREEMENT

THIS SECOND EXTENSION AGREEMENT made and entered in this 13th day of ~~January~~ ^{February} 2008, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as ("COUNTY"), and Station No. 6, BRYCEVILLE VOLUNTEER FIRE ASSOCIATION, hereinafter referred to as ("DEPARTMENT").

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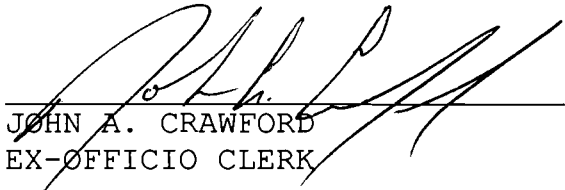
IN WITNESS WHEREOF, the parties have executed this contract at Nassau County, Florida, this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




MARIANNE MARSHALL
CHAIR

Attest as to Chair's
Signature:



JOHN A. CRAWFORD
EX-OFFICIO CLERK

REVIEWED BY CHIEF DEPT. GA
CHIEF DEPUTY COMPLIANCE/ACCOUNTABILITY

 DATE 2/13/08

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



DAVID A. HALLMAN

BRYCEVILLE VOLUNTEER FIRE
ASSOCIATION

ATTEST:



Print Name Tom Loveless
Its: Vice President



Print Name Gary Ard
Its: President

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FY 2006-2007**

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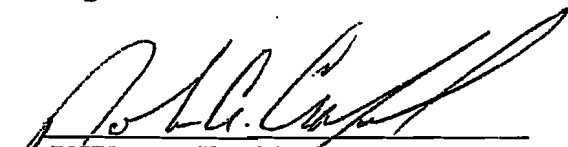
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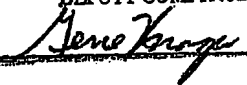
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BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 5/9/07

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

ATTEST:

BRYCEVILLE VOLUNTEER
FIRE ASSOCIATION

Tom Loveless

Print Name Tom Loveless
Its: President

Jim Hicks

Print Name ~~Sherrell Roberts~~ Jim Hicks
Its: ~~Vice President~~ SEC/TRES.

G E O



CHARLTON

Mary's River

St.

CRAWFORD COUNTY

Highway Markers

-  Interstate Highway
-  U.S. State Highway
-  State Highway

Fire District 6

